

SECTION H- SPECIAL REQUIREMENTS

H.1 CONTRACT ADMINISTRATION

The FDF representatives listed in this clause are the only individuals authorized to bind FDF contractually in performance of the work under this BOA and task order:

Donna J. Spahr	Technical Representative (Ordering only)
Philip A. Woodard	Contract Administrator
Carol Pulley	Contract Administrator
Jack Hott	Manager, Acquisitions Oversight & Program Integration
Edward J. Green	Manager, Contracts and Asset Management

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this BOA, the individuals identified above (H.1) (except Donna Spahr has only ordering authority) shall be the only individuals authorized to:

- A. Accept nonconforming work;
- B. Waive any requirement of this BOA;
- C. Modify any term or condition of this BOA; or
- D. Modify or change the price of this BOA.

H.3 BASIC ORDERING AGREEMENT

- A. It is Fluor Daniel Fernald's intention to enter into Basic Ordering Agreements with several qualified Sellers such that providing of Staff Augmentation support services can be done on a demand basis. The purpose of a Basic Ordering Agreement is to develop a written instrument of understanding that contains (1) terms and clauses applying to future task orders for services during the term of the Basic Ordering Agreement, (2) a description, as specific as practicable, of the services to be provided, and (3) methods for pricing, issuing and delivering of future task orders under the Basic Ordering Agreement. **A Basic Ordering Agreement is not a contract.** Basic Ordering Agreements allow for the simultaneous work by several Sellers.
- B. This Basic Ordering Agreement does not state or imply any agreement by Fluor Daniel Fernald to place future task orders with the Seller. Therefore, there is no guarantee of any volume or dollar value of work under this Basic Ordering Agreement.

H.4 NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

The Seller shall provide immediate notice to the FDF Contract Administrator in the event of being suspended, debarred or declared ineligible by either the Department of Energy (DOE) or the General Services Administration (GSA) or upon receipt of a notice of proposed debarment from either agency during performance of this BOA.

H.5 TECHNICAL DIRECTION

- A. Performance of the work under this agreement shall be subject to the technical direction of the cognizant FDF Technical Representative. The term "technical direction" is defined to include, without limitation:
1. Directions to the Seller which redirect the agreement effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the Statement of Work (SOW).
 2. Provision of written information to the Seller which assists in the interpretations of drawings, specifications, or technical portions of the work description.
 3. Review and, where required by the agreement, approve technical reports, drawings, specifications and technical information to be delivered by the Seller to FDF under this agreement.
 4. Specifying minimum education/training and/or experience requirements and overtime ceilings for specific personnel requisitions, requesting and receiving resumes and proposed direct labor rates, negotiating direct labor rates, authorizing staff augmentation personnel to report for work, verifying any invoices and arranging meetings with the Seller's Program Manager.
- B. The Line Supervisor is the person who requires staff augmentation services. During the term of this agreement, the Line Supervisor may assign work to The Seller's employees within the scope of this Agreement's **"Statement of Work"**, monitor the technical performance and ES&H compliance of The Seller's employees, authorize travel and training in writing, assign overtime if overtime is authorized, approve time records, request compressed work schedule, and inspect/accept work in process or completed. The line supervisor serves as the technical liaison for the term of the work performed under the specific FDF staffing requisition.
- C. Technical direction must be within the SOW stated in this agreement. The cognizant FDF Technical Representative does not have the authority to, and shall not, issue any technical directions which:
1. Constitute an assignment of additional work outside the SOW of this agreement;
 2. Constitute a change as defined in the FDF General Provision A.42 entitled **"CHANGES - FIXED PRICE"**;
 3. In any manner causes an increase or decrease in the total estimated agreement price or the time required for the agreement and/or performance;
 4. Changes any of the expressed terms, conditions or specifications of this BOA;
 5. Interferes with the Seller's right to perform the terms and conditions of this BOA.
- D. All technical direction shall be issued in writing by the cognizant FDF Technical Representative.
- E. The Seller shall proceed promptly with the performance of technical directions duly issued by the FDF Technical Representative in the manner prescribed by this article and within the FDF Technical

Representative's authority under the provisions of this clause. If, in the opinion of the Seller, any instruction or direction by the FDF Technical Representative falls within one of the categories defined in C.1. through C.5. above, the Seller shall not proceed but shall notify the FDF Contract Administrator in writing within five (5) working days of any such instruction or direction and shall request the FDF Contract Administrator to modify the BOA. Upon receiving the written notification from the Seller, the FDF Contract Administrator shall:

1. Advise the Seller in writing within thirty (30) working days after receipt of the Seller's letter that the technical direction is within the scope of this agreement and does not constitute a change under the FDF General Provision A.42 entitled "**CHANGES - FIXED PRICE**" of this agreement;
 2. Advise the Seller in writing within thirty (30) working days after receipt of the Seller's letter not to perform under the direction and to cancel the direction; or
 3. Advise the Seller in writing within a reasonable time that FDF will issue a written change order.
- F. Failure of the Seller and the FDF Contract Administrator to agree that the technical direction is within the scope of the BOA, or failure to agree upon the agreement action to be taken with respect thereto shall be subject to the FDF General Provision A.16 entitled "**DISPUTES**."

H.6 FDF WORKING DAYS

FDF's typical working days are Mondays through Fridays, excluding holidays. The dates specified below are FDF designated holidays. The Seller shall not deliver nor perform work at an FDF location on these designated holidays, unless previous written approval has been obtained from the FDF Contract Administrator. The Seller shall contact the FDF Contract Administrator when an FDF specified holiday conflicts with the delivery schedule specified within this BOA. Any costs resulting from an attempted delivery of items or attempted performance of services on an FDF holiday will be the sole responsibility of the Seller for payment.

New Year's Day	President's Day	Good Friday
Memorial Day	Independence Day	Labor Day
Veteran's Day	Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve	Christmas Day	

If a holiday falls on a Sunday, FDF observes the following Monday as the holiday. Holidays falling on a Saturday will be observed by FDF on the preceding Friday. **When Christmas Day falls on a Saturday or Sunday, FDF will be observing the preceding Friday. When Christmas Eve falls on a Saturday, FDF will be observing it on the preceding Thursday.**

H.7 HIRING OF SELLER EMPLOYEES

It is understood that individuals assigned by the Seller to work on this BOA may apply for employment at Fernald and may be hired by FDF after the individual has worked under the BOA for one (1) year or more. The Seller agrees that it is entitled to no payment from either FDF or the Seller's employee, if the Seller's employees are hired by FDF as provided above. If FDF elects to hire a Seller's employee prior to one (1) year of working under the BOA, FDF will pay a pro-rata portion of relocation costs, if any, as provided by paragraph H.8.

H.8 RELOCATION

The following relocation expenses, not to exceed a total of \$6,000 shall be reimbursed on a prorated basis if a Seller furnished employee is hired by FDF as a FDF employee within twelve (12) months of their beginning work under this BOA. This applies only to the extent the following verifiable costs were reimbursed to the employee by the Seller or Subcontractor for:

- shipment of household goods.
- mileage (at the current rate allowed by IRS) for up to two vehicles driven to the new location.
- reimbursement for meals and lodging en route provided the Seller's employee travels a minimum of 400 miles per day.
- meal and incidental allowance for Seller's employee and dependants (\$25 per day age 12 and over; \$12.50 per day under 12 years of age).
- storage of household goods for up to 60 days.

The basis for determining the pro-rated portion to be paid by FDF will be the number of whole months, short of one year, the Seller's employee did not work under the BOA divided by twelve (12).

The payment of relocation expenses and the tax implications of reporting moving expenses on a W-2 is the responsibility of the Seller.

H.9 ASSIGNMENT OF FORMER FDF EMPLOYEES FOR CONTRACT WORK

- A. The Seller shall not direct charge any costs to this agreement arising from work or tasks performed by any former FDF employee who was separated voluntarily from FDF pursuant to the FY 1995 Fernald Environmental Management Project (FEMP) Work Force Restructuring Plan for a period of five years from the effective date of former employees' retirement or voluntary separation.
- B. The Seller shall provide written certification of compliance with the provisions of this clause upon request of FDF.
- C. If the Seller fails to comply with the provisions of this clause, this agreement may be terminated for default in accordance with the FDF General Provision A.23 entitled "**DEFAULT (FIXED PRICE SUPPLY AND SERVICE)**".
- D. The Seller shall insert the provisions of this clause, including this paragraph (d) in all contracts hereunder.

H.10 ORDERING

- A. Any services to be furnished under this BOA shall be ordered by the issuance of task orders by the Technical Representative or the FDF Contract Administrator. Such task orders may be issued during the effective term of this BOA.
- B. All task orders are subject to the terms and conditions of this BOA. In the event of a conflict between a task order and this BOA, the BOA shall control.
- C. If mailed, a task order is considered "issued" when FDF deposits the task order in the mail. Task orders may be issued orally with written confirmation of the telecommunications.

H.11 FDF SITE ACCESS

Seller personnel, while at an FDF location, shall not be permitted unescorted access to any FDF-designated administrative area and shall not be permitted access to any FDF-designated radiologically controlled area without proper FDF Training. The Seller shall be responsible for compliance with all safety, health, security and other requirements of the FEMP. All work to be performed at the FEMP or off-site facilities will be in compliance with the Special, Health, Safety and Fire Protection Requirements, Form M-528, which will be furnished to the Seller prior to a new employee assignment.

H.12 EXERCISE OF OPTIONS

FDF may require continued performance of any services within the limits and at the rates or prices specified in each task order. These rates may be adjusted only as a result of application of the formula provided in Section B, paragraph B.3.E. An option may be exercised by a unilateral modification to this BOA prior to the end of this BOA's term. If FDF exercises an option, the extended BOA shall be considered to include this option provision.

H.13 SERVICE CONTRACT ACT

The Service Contract Act of 1965, as amended, may be applicable to some of the work covered by this Basic Ordering Agreement. Wage Determination No, 94-2413, Revision No. 3, dated 08/18/1995 of Section J, List of Attachments, shall apply to all Task Orders issued against the Basic Ordering Agreement.

H.14 INSURANCE

The Seller shall, at its own expense, provide insurance coverages and evidence thereof in the amounts required by the General Provision A.44, entitled "**REQUIRED INSURANCE.**"

H.15 KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Seller shall notify the FDF Contract Administrator reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Seller without the written consent of the FDF Contract Administrator. Provided that the FDF Contract Administrator may ratify in writing such diversion, such ratification shall constitute the consent of the Contract Administrator required by this clause. This clause may be amended from time to time during the course of the BOA to either add or delete personnel, as appropriate.

Name

Title

T.B.D.

Program Manager

H.16 NAME CHANGE

As of August 28, 1996, the Fernald Environmental Restoration Management Corporation (FERMCO) changed its name to Fluor Daniel Fernald, Inc. (FDF). All references herein to FERMCO are understood to refer to the same corporation whose name is now FDF. Similarly, any references to FERMCO in correspondence, memoranda or other writings arising under, relating to, or otherwise required by any provision of this BOA will be understood to refer to FDF as one and the same corporation.

H.17 SELLER PERSONNEL

- A. The Seller, in performance of this BOA, shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising its personnel and for keeping them informed of all improvements, changes and methods of operation.
- B. The FDF Contract Administrator shall direct the Seller to remove, and the Seller shall remove, any employee from assignment to performance of any services under this BOA for reasons of security or misconduct.
- C. Should Seller's employee be unable to successfully complete any training required by FDF (see paragraph C.3.2), the Seller is required, at its own expense, to pay for any additional sessions of the class(es). Failure to pass the second session may result in removal of the employee from the FEMP.
- D. The Seller shall remove any or all persons from the BOA as directed by the FDF Contract Administrator.
- E. Personnel who leave or are removed from the contract for any reason whatever shall be replaced, if necessary, by following the "Process for Populating this Contract" described in paragraph C.3.6 - Statement of Work.
- F. FDF Clearance for Final Pay process shall be completed at the end of an assignment in order for the final invoice to be paid.

H.18 CONTINUITY OF SERVICE

In the event that FDF's needs for the services defined in this BOA continue beyond its performance period and FDF decides not to extend this BOA, or FDF and the Seller are unable to negotiate an extension to this BOA, or FDF decides to place a BOA with a Seller other than the incumbent, FDF must ensure, to the extent possible, that the services being furnished under this BOA continue with the least amount of disruption possible. FDF will therefore promptly advise the Seller when it becomes reasonably foreseeable that this BOA will not be extended or when FDF determines a similar BOA with a different Contractor will be awarded. The Seller will, within thirty days of FDF's notice, provide a list of names to the Contract Administrator of the employees who are then furnishing their services under this BOA. It is understood that dissemination of the list may be made by FDF to other entities wishing to bid or selected to perform on a subsequent BOA. The Seller agrees to allow the successor to conduct interviews with these employees. If selected employees are agreeable to the change, the Seller shall task order them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

H.19 SUBSTANCE ABUSE REQUIREMENTS

The Seller shall submit a Substance Abuse Program in compliance with FDF's General Provision clauses titled, "**WORKPLACE SUBSTANCE ABUSE PROGRAM AT DOE SITES,**" and "**FDF SUBSTANCE ABUSE PROGRAM.**" The Contractor's Substance Abuse Program shall include, at a minimum, the elements shown in **Section J, ATTACHMENT V**, "Model Substance Abuse Program."

Section J, ATTACHMENT V may be completed, signed, accepted for use and submitted by the Contractor or the Contractor may submit another Substance Abuse Program meeting the requirements.

FDF Request for Proposal No. F98P285837

As a condition for work under this BOA, Contractor employees will be required to submit to drug and/or alcohol testing conducted by FDF.

Initial screening negative test results are reported to FDF within 48 hours following Collection of test. Confirmation of positive tests including evaluation by FDF's Medical Review Officer requires up to 96 hours following testing. Holidays and weekends are not included in these durations.

Any employee whose FDF ID badge has been terminated for less than 60 calendar days does not require re-testing for access. All other Contractor employees shall be tested prior to access.

Contractor employees cannot perform work under the BOA before receipt of negative drug and/or alcohol test results. Training, required medical, and In-Vivo examinations can be performed pending test results. In the event that the employee is denied access to the site, the Contractor shall bear the cost of employee's time for training, etc.

Any employee testing positive for the use of illegal drugs, illegal use of prescription drugs, or alcohol in excess of FDF limits shall have their access to the FEMP site inactivated by the FDF Medical Review Officer.

Minimum sanctions to be taken by the Contractor against employees who tests positively for the use of illegal drugs or alcohol in excess of FDF limits shall include:

- Inactivation of site access, for persons seeking initial access, for one year. After one year they would be required to pass access drug and/or alcohol testing and be approved by the FDF Medical Review Officer and provide documentation of completion of evaluation by a substance abuse professional; and
- For first time positive random, suspicion, or occurrence test, inactivation of site access pending Employee Assistance Program (EAP) recommendation, negative substance abuse testing and approval by the FDF Medical Review Officer; and
- The employee will be placed in a follow-up testing program of unannounced testing for a period of one to five years; and
- For a second positive substance abuse test, site access shall be inactivated.

For reasonable suspicion or occurrence testing, in the event that a laboratory confirmed negative is not received within 48 hours from the time that tests are taken, the Contractor employee will not be allowed to perform safety sensitive duties including but not limited to:

- Operation of motor vehicles and hazardous moving equipment of machinery including cranes and fork-lifts;
- Work at unprotected heights including ladders and scaffolds; and
- The employee cannot perform safety sensitive work until notified by FDF of a negative test result. A positive test result may result in inactivation of site access as described above.

Sampling and laboratory costs of drug and alcohol testing shall be borne by FDF. Costs for employee time related to drug and alcohol testing including waiting periods for results and removal from safety sensitive work shall be borne by the Contractor.

Work on this BOA has been determined to be "testing designated". Contractor employees are subject to random testing.

Requirements for drug testing do not apply to visitors who are not performing work in safety sensitive functions. A visitor, for purposes of this program, is anyone requiring access to the FEMP for a period of 14 calendar days or less.

See **Section J, ATTACHMENT V** for additional information on the substance abuse program.

H.20 VOLUME OR DOLLAR VALUE OF THE AGREEMENT

This Basic Ordering Agreement does not state or imply any agreement by Fluor Daniel Fernald to place future task orders with the Seller. Therefore, there is no guarantee of any volume or dollar value of or under this Basic Ordering Agreement.

Any Seller awarded a basic Ordering Agreement is not guaranteed any specific volume or dollar value of work under task orders.

(End of Section)